

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|-------------------------------------|---|---------------------|
| DEANGELO VEHICLE SALES, LLC, | : | CIVIL ACTION |
| <i>Plaintiff,</i> | : | |
| | : | |
| v. | : | No. 19-246 |
| | : | |
| CERTAIN UNDERWRITERS AT | : | |
| LLOYD’S LONDON, | : | |
| <i>Defendant.</i> | : | |

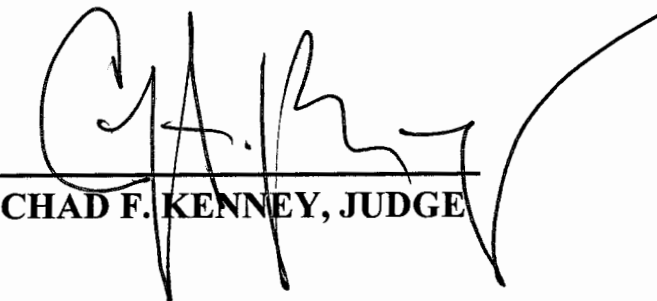
MEMORANDUM

Defendant, Certain Underwriters at Lloyd’s, London, by its Motion to Dismiss, or in the alternative, Motion to Transfer (ECF No. 8), caused venue of this case to be transferred to this Court from the United States District Court for the Southern District of Florida. It then, in this Court, filed a Motion to Dismiss Plaintiff’s Complaint (ECF No. 23) on January 22, 2019, which was denied on January 22, 2019 (ECF No. 24). Defendant’s Motion to Dismiss that was filed in this Court was, substantively, the same Motion to Dismiss that was filed on July 17, 2018 in the Southern District of Florida (ECF No. 8) (minus the arguments regarding transfer). This Court, prior to its ruling, had the benefit of reviewing the Response and Reply that were previously filed in the Southern District of Florida (ECF Nos. 9, 10). The alacrity of this Court’s ruling signals only the need for the parties and this Court to move forward to a fair and final resolution. The peremptory nature of the denial was not meant to signal a defective filing.

It is eminently clear from the Complaint, Motion to Dismiss, and Plaintiff's original Response, that the dispute requires proportional discovery regarding waiver of written assignment, factors addressing parol evidence issues, and issues regarding an actual loss under the terms of the policy before the Court can appropriately make a ruling which would, by its own order, dispose of this case. While some contract cases are so clear they can be decided on a motion to dismiss, this is not one of them. The contours of discovery, the timing of the response to any dispositive motion, and the scheduling of oral argument on any dispositive motion will be addressed in the parties' 26(f) report and the Rule 16 conference.

BY THE COURT:

Dated: January 28, 2019



CHAD F. KENNEY, JUDGE